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February 23, 2009

Ms. Lupita McClenning
Coastal Georgia Regional Development Center (RDC)
127 F Street
Brunswick, GA 31521

Re: Coastal Comprehensive Plan Implementation
Local Government Funding Options Informational Seminar

Dear Lupita:

Ecological Solutions, Inc. (ES) and our subsidiary firm, Ecological Planning Group, LLC (EPG), are pleased to submit this proposal to assist the Coastal Georgia Regional Development Center (CGRDC) with implementation of certain elements of the Coastal Comprehensive Plan (CCP). We understand that the CGRDC requests our assistance with identification and description of local government funding sources as it relates to CCP implementation. The preliminary project details were discussed at our meeting on February 4, 2009 and this proposal has been developed based on those discussions.

We understand that the CGRDC has planned for a half day informational seminar on April 29, 2009 in Midway, Georgia. The seminar will be from 8:30 am to 12 noon and will target local government staff and elected officials. We understand that the CGRDC will be responsible for all pre-seminar public relations, local government notifications, participant registration, reproduction of the seminar handouts, and facility costs/logistics. The ES and EPG team's role will encompass development of the Power Point presentation and seminar handouts (for reproduction by the CGRDC) and our work will also include the necessary research of the potential funding options and coordination with the CGRDC staff.

PROPOSED SCOPE OF WORK

We have reviewed the CCP and sought to develop an initial strategy with regard to execution of this particular project. We propose to structure our project approach to be consistent with the various sections of the *CCP Regional Agenda* including:

1. Regional Issues
 - a. Infrastructure
 - i. Water and Wastewater
 - ii. Stormwater Management
 - iii. Transportation
 - b. Intrinsic Resources
 - i. Cultural and Historic

- ii. Natural
- c. Economic Development
 - i. Business and Industry
 - ii. Tourism
- d. Regional Growth Management
 - i. Quality Growth
 - ii. Sustainable Communities

We propose to identify and provide information regarding potential funding mechanisms for local governments to utilize in order to implement the strategies of the CCP that fall under their responsibility as a local government* such that they achieve the "Minimum Standard" and maintain their Qualified Local Government status. We envision that successful implementation of these initial CCP elements and achievement of the minimum standard will set the framework for achievement of an "Excellence Ranking/Standard" under the Performance Standards section of the CCP. Review of the CCP indicates that local governments which achieve an "Excellence Standard" will be designated as a "Regional Steward" and become eligible for certain rewards including:

- Additional funding for implementation of local projects and/or programs that are consistent with the goals of the CCP (i.e. Regional Stewards Grant Program, Planning for a Sustainable Coastal Grant Program, etc); and
- Expedited review of large-scale development plans.

To that end, we envision that the funding mechanisms included in our presentation will serve as the mechanism (or catalyst) for local governments to either achieve "Minimum Standard" or to obtain the additional incentives and benefits that would be available to those local governments that meet or exceed the Excellence Ranking and are designated as "Regional Stewards".

** We assume that potential funding sources for regional studies and assessments (i.e. regional water and wastewater masterplan, GPA economic development support and needs, etc) will not fall under the purview of this seminar.*

Task 1: Identification of Funding Mechanisms

We will research potential funding options that could be utilized by local governments on the coast to implement the CCP elements that will ensure compliance with the "Minimum Standard" and could lead to achieving an "Excellence Standard". We propose to identify and detail multiple funding mechanisms for the various Regional Issues categories listed above. The draft list will be developed in coordination with the CGRDC staff, and ES and EPG staff will develop a Power Point presentation of the funding options in Task 2.

Schedule: We will provide a preliminary list of funding options to the CGRDC for review and discussion no later than March 13, 2009.

Task 2: Development of Seminar Informational Package

We propose to develop a Power Point presentation and other seminar handouts based on the work efforts completed under Task 1. We will endeavor to develop a seminar program that will consist of both presentations and audience participation activities to maximize the effectiveness of the seminar. A draft seminar package (presentations, handouts, etc) will be provided to the CGRDC staff for review prior to finalization. We assume that the CGRDC will be responsible for reproduction of all seminar package materials and distribution to the attendees.

Schedule: We will provide a seminar package to the CGRDC for review and discussion no later than April 3, 2009.

Task 3: Seminar Presentation

Ron Feldner with ES and Courtney Reich with EPG will attend the seminar on April 29, 2009 and lead the program. We assume that appropriate CGRDC staff will also attend and participate in the program presentation and those logistics will be worked out in Task 2. Based on the work efforts undertaken in Tasks 1 and 2, the Project Team may decide that additional speakers might be appropriate to incorporate into the seminar program such as representatives from the Georgia Department of Community Affairs (DCA) and/or other State agencies.

Task 4: Seminar Program Public Relations

Based on our meeting discussions on February 4, 2009, we understand that you may desire our assistance/participation in pre-seminar activities to better publicize the upcoming seminar. Our initial effort for Task 4 will be to provide you biographical sketches for Ron Feldner and Courtney Reich that summarizes our local government consulting and funding assistance backgrounds.

Consulting Fee

ES will complete the scope of work outlined herein for the lump sum fee of \$4,600. We propose to invoice the CGRDC for ½ of the fee (\$2,300) upon completion of Task 2 and the remainder of the fee after the seminar (Task 3).

We appreciate the opportunity to work with the CGRDC on this project. Please let me know if you need any additional information.

Sincerely,

ECOLOGICAL SOLUTIONS, INC.



Ronald Feldner, P.E.

Attachment: Terms and Conditions

Authorization:



Signature

Name

Date

TERMS AND CONDITIONS

Ecological Solutions, Inc. (hereinafter Ecological Solutions, "we", "us", "our", "Consultant") agrees to provide Client (Coastal Georgia RDC), for Client's sole and exclusive use, services as set forth in Ecological Solutions' proposal subject to the Terms and Conditions set out herein and agreed to hereby. No third party beneficiaries are made or intended by either Party to this Agreement.

1.) **PAYMENT TERMS.** Client agrees to pay Ecological Solutions' invoice upon receipt. If payment is not received within 30 days of Client's receipt, a service charge shall apply in the amount of the greater of (i) 1.5% per month or (ii) the allowable legal rate, including attorney's fees and expenses. Ecological Solutions may (in its sole judgment and without any liability) suspend services until paid where payment outstanding more than 30 days after the date of Ecological Solutions' invoice. Time is of the essence. Either party may terminate this Agreement without cause upon 30 days prior written notice.

2.) **STANDARD OF CARE.** Ecological Solutions will provide its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Ecological Solutions' profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by our proposal or by our oral or written report.

3.) **INSURANCE.** Ecological Solutions maintains insurance coverage as follows: Worker's Compensation Insurance; Employer's Liability Insurance; Commercial General Liability Insurance; Errors & Omissions.

4.) **LIMITATION OF LIABILITY.** For consideration from Ecological Solutions of \$10.00, receipt and adequacy of which is hereby acknowledged, client agrees that Ecological Solutions' liability, and that of Ecological Solutions' officers, directors, employees, agents, and subcontractors, to client (or any third party) due to any acts, errors or omissions or breach of contract by Ecological Solutions will be limited by Client to a total maximum aggregate of \$10,000.00 or Ecological Solutions total charges to Client for the work giving raise to any such liability, whichever is greater.

5.) **SITE OPERATIONS.** Client will provide right-of-entry to the property for Ecological Solutions so Ecological Solutions can provide the agreed services. Client represents that it possesses necessary permits and licenses required for activities at the site. Ecological Solutions will take reasonable precautions to minimize damage to the property caused by Ecological Solutions' operations. Unless otherwise stated in Ecological Solutions' proposal, our charges do not include cost of restoration due to any related damage which may result.

6.) **FIELD REPRESENTATIVE.** The presence of Ecological Solutions' or its subcontractor's field personnel, either full-time or part-time, are for the purpose of providing the agreed to services. Client agrees to inform all contractors at the site not hired by Ecological Solutions that: (i) Ecological Solutions' services do not include supervision or direction of the work of the contractor(s), its employees or agents, and (ii) the presence of Ecological Solutions' field representative will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications. It is agreed that Ecological Solutions is not responsible for job or site safety or security on the project, other than for Ecological Solutions' employees and subcontractors, furthermore Ecological Solutions does not have the duty or right to stop the work of non-Ecological Solutions contractors.

7.) **CLIENT DISCLOSURE.** Client agrees (on an ongoing basis) to advise Ecological Solutions of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or Ecological Solutions' equipment Ecological Solutions does not assume control of the site or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment or that may otherwise be required by applicable law, rule or regulation, all of which is the Client's responsibility.

8.) **DOCUMENTS** Ecological Solutions will furnish Client the agreed upon number of written reports and support documents. These instruments of service are for Client's exclusive internal use and reliance, and that of Client's counsel, qualified bidders (design services only) and for regulatory submittal, but not for advertising or other type of distribution, and are subject to the following:

A.) All documents generated Ecological Solutions under this Agreement shall remain the sole property of Ecological Solutions until all outstanding Ecological Solutions invoices are paid in full, at which time ownership shall vest in Client, subject to the terms and provisions of this paragraph concerning re-use or

third party reliance, all of which shall remain in full force and effect, regardless of which Party owns the documents. Any unauthorized use or distribution of Ecological Solutions' work shall be at Client's and recipient's sole risk and without liability Ecological Solutions may retain a confidential file copy of its work product and related documents. If Client desires to release, or for Ecological Solutions to provide, Ecological Solutions' report(s) to a third party not described above for that party's reliance Ecological Solutions will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for information only will not require separate agreement. Client acknowledges and agrees to inform the third party recipient that Ecological Solutions' report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for Ecological Solutions and by this request Client waives any such claim Ecological Solutions complies with the request.

B.) Ecological Solutions may rely upon Client-provided documents (and upon the completeness thereof) in performing the services required under this Agreement; however, Ecological Solutions assumes no responsibility or liability for their accuracy. Upon Client's request, Ecological Solutions' work product may be provided electronically or on magnetic media. In connection therewith, Client: (i) waives any risk of disclosure of confidential information via Internet/Web transmissions and (ii) also agrees that the written copy retained by Ecological Solutions in its files shall be the official base document. Ecological Solutions disclaims all warranty that any electronic and/or magnetic copy is accurate, but will correct any errors brought to Ecological Solutions' attention by Client. Any modifications of such electronic and/or magnetic copy by Client shall be at Client's risk and without liability to Ecological Solutions. Such electronic and/or magnetic copy is subject to all other conditions of this Agreement.

9.) OPINIONS OF COST. If requested Ecological Solutions will use its professional efforts to provide opinions or estimates of costs based on reasonably available data, Ecological Solutions' designs or Ecological Solutions' recommendations. However, such opinions are intended primarily to provide information on the order of magnitude of such costs, not for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with Ecological Solutions. Client agrees actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond Ecological Solutions' control.

10.) GOVERNING LAW/HARMONY/FEEES. This Agreement shall be governed by the laws of the State of Georgia. The provisions of this Agreement control over any form writings, such as Purchase Orders. Ecological Solutions' Fee Schedule follows, and is hereby incorporated herein by reference thereto. The Parties agree that the fee schedule attached shall be automatically adjusted to the most current fee schedule promulgated by Ecological Solutions, effective the date of such promulgation.

An ICMA Audioconference
Thursday, March 19, 2009 • 1:00 p.m. – 2:30 p.m. ET

REGISTER NOW

BONUS: Registrants will receive FREE "*Stimulus Funding Guide for Local Governments*" - a report developed by The Ferguson Group. See details below.

The historic \$787 billion economic stimulus package will provide state and local governments with funding for education, healthcare, energy, infrastructure, law enforcement, transportation, and more. The measure includes more than 75 federal programs that will benefit local government. Some programs will provide funding directly to local governments, and others will require a grant competition for stimulus dollars.

Culling through the massive bill and navigating the scores of federal programs and grants is confusing, time-consuming, and puts you at risk of missing important deadlines.

Experts from The Ferguson Group, the largest federal representative of local governments in Washington, D.C., have done it for you. In this 90-minute interactive audioconference, you will learn important details on how you can access economic stimulus funding and the requirements for competing successfully for federal grants.


You will receive:

- An overview of the stimulus package and analysis of the current issues that affect local governments
- A summary of the most current guidelines
- Important eligibility requirements you need to be aware of
- Guidance on how to access certain funds
- Tips to help you access funds and prepare your community to pursue funds in the stimulus package

Don't miss this great opportunity to get critical information to ensure your local government benefits from the historic economic stimulus bill! You'll also get a chance to ask the experts questions directly during the Q/A session.

Sign Up Today and Your Entire Staff Can

**Your Expert
Presenters**

 **William Ferguson, Jr.**, CEO of The Ferguson Group, founded the company in 1982, with specialities in local government, land use, and water resources. Today the firm is among the top 25 non-law, lobbying firms in Washington and represents more public agencies than any other firm in Washington. Bill represents private sector and local government clients in his specialty areas, including transportation, Department of Defense base reuse, land use, and community development.

 **Matt Ward**, attorney-at-law, focuses on providing localities with legal and government affairs services to help revitalize communities and find innovative

Listen In for One Fee

There is no limit to the number of staff from your office that may participate in this audioconference. One registration fee of \$149 (ICMA members) or \$249 (nonmembers) gives you an access code for one phone line. As many of your staff that you can pack into a room can attend and listen in by speakerphone.

Please note: Additional phone lines require additional access codes, which means separate registrations for each additional access code you need.

Your fee also includes the presentation materials and free online access for your staff to listen to the recording of the entire audioconference at their convenience for 30 days.

Your FREE Bonus: We will send you by email a PDF of the report, *"Stimulus Funding Toolkit for Local Governments."* The report is a comprehensive analysis of the Economic Recovery bill, providing snapshots of programs funded by this legislation.

Register Today!

If you are not an ICMA member, or this email was forwarded to you, [click here](#) to register. You can select either member or nonmember. If you select "member," you'll need your member number to get the member price.

Only online registrations are accepted to sign up for this audioconference. For assistance in online registration, please call our customer care center at 202-289-ICMA (4262), or email us at customerservices@icma.org.

How the Audioconference Works

Before the event date, you'll get an e-mail reminder that includes a toll-free number and your unique access code. On the day of the audio-conference, you'll dial the toll-free number to listen in via speakerphone. In the last 30 minutes, you'll get a chance to ask questions directly to the speakers during the Q/A session.

solutions in the areas of community and economic development, brownfields and smart growth, public works and infrastructure, transportation, water resources, permitting, clean energy, and clean air projects. Matt is a frequent speaker on community and environmental issues at numerous events across the country.



Jennifer L.

Imo,
attorney-at-law,
represents
municipal

governments with a focus on community and economic development, transportation, public works, criminal justice, and public safety. She serves as the Federal Director of the National Association of Towns and Townships. Jennifer helps her municipal clients find innovative ways to fund local priority projects and fosters relationships between her clients and various federal agencies.

Cancellation Policy

You may cancel your registration up to 48 hours in advance of the audioconference, and transfer your registration to a future audioconference without penalty. If you do not transfer your registration, you must cancel no later

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Sponsor

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From: Ron Feldner [mailto:ronfeldner@ecologicalsolutions.net]
Sent: Sunday, March 08, 2009 10:28 PM
To: Lupita McClenning
Subject: RE: Audioconference: Economic Stimulus Funds for Local Governments

Lupita:

Thanks for the information. I am going to sign up for the audioconference for sure.

Thanks,
Ron

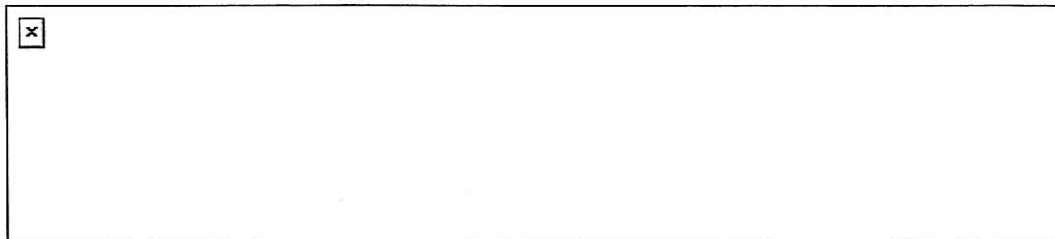
From: Lupita McClenning [mailto:lmcclenning@coastalgeorgiadc.org]
Sent: Sat 3/7/2009 12:14 PM
To: Ron Feldner
Cc: Mary Beth; Allen A. Burns; Tricia Reynolds
Subject: FW: Audioconference: Economic Stimulus Funds for Local Governments

Ron,
You had asked me to pass along information that may be relevant to the 'Show Me the Money' Practicum scheduled for April 29, 2009.

Below is forwarded as professional courtesy.

Lupita McClenning
Senior Planner
Coastal Georgia Regional Development Center
127 F. Street
Brunswick, GA 31520
912.262.2871
fax 912.262.2313

From: ICMA Audioconferences [mailto:events@icma.org]
Sent: Friday, March 06, 2009 5:11 AM
To: Lupita McClenning
Subject: Audioconference: Economic Stimulus Funds for Local Governments



**Economic Stimulus Funds: How Local Governments Can
Get Their Fair Share**